

1 LAW OFFICES OF ROBERT P. SPRETNAK  
2 Robert P. Spretnak, Esq. (Bar No. 5135)  
3 8275 S. Eastern Avenue, Suite 200  
4 Las Vegas, Nevada 89123  
5 Telephone: (702) 454-4900  
6 Fax: (702) 938-1055  
7 Email: bob @ spretnak.com  
8 Attorney for Plaintiff and Counter-Defendant  
9  
10 ROBISON, BELAUSTEGUI, SHARP & LOW  
11 Stefanie T. Sharp, Esq. (Bar No. 8661)  
12 Clayton P. Brust, Esq. (Bar No. 5234)  
13 71 Washington Street  
14 Reno, Nevada 89503  
15 Telephone: (775) 329-3151  
16 Fax: (775) 329-7941  
17 Email: ssharp @ rbsllaw.com, cbrust @ rbsllaw.com  
18 Attorneys for Defendant and Counterclaimant  
19

20 UNITED STATES DISTRICT COURT

21 DISTRICT OF NEVADA

22 NEDRA WILSON, } Case No.: 2:15-cv-01387-APG-CWH  
23 Plaintiff, }  
24 vs. }  
25 NEVADA AFFORDABLE HOUSING }  
26 ASSISTANCE CORPORATION, }  
27 a Nevada non-profit corporation, }  
28 Defendant. }  
29 \_\_\_\_\_ }  
30 NEVADA AFFORDABLE HOUSING }  
31 ASSISTANCE CORPORATION, }  
32 a Nevada non-profit corporation, }  
33 Counterclaimant, }  
34 vs. }  
35 NEDRA WILSON, }  
36 Counter-Defendant. }

**STIPULATED PROTECTIVE  
ORDER REGARDING  
CONFIDENTIALITY OF  
DOCUMENTS PRODUCED**

37 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, on joint motion of the parties  
38 and for good cause shown, the parties hereby stipulate and agree that a Protective Order should be  
39 entered in this matter as set forth below.

1 Plaintiff and Counter-Defendant Nedra Wilson (“Ms. Wilson”), represented by Robert  
 2 Spretnak, has filed this action against Defendant and Counterclaimant Nevada Affordable Housing  
 3 Assistance Corporation, a Nevada non-profit corporation, (“NAHAC”) represented by counsel  
 4 Stefanie T. Sharp, Esq., and Clayton P. Brust, Esq. In her Complaint, Ms. Wilson alleged as follows:  
 5 (1) unlawful retaliation in violation of 42 U.S.C. § 2000e-3(a), as set forth in Title VII of the Civil  
 6 Rights Act of 1964, 42 U.S.C. §§ 2000e to 2000e-17; (2) unlawful employment discrimination due  
 7 to race in violation of 42 U.S.C. § 2000e-2(a), as set forth in Title VII; and (3) violation of her civil  
 8 rights pursuant to 42 U.S.C. § 1981. NAHAC denied liability on these claims and counterclaimed  
 9 against Ms. Wilson, alleging the following: (1) breach of contract; (2) breach of the implied  
 10 covenant of good faith and fair dealing; and (3) breach of the fiduciary duty of loyalty. Ms. Wilson  
 11 moved to dismiss the second and third of these counterclaims and, additionally, has denied liability  
 12 on each of the above counterclaims.

13 During discovery in this matter, NAHAC has requested and has subpoenaed documentation  
 14 regarding Ms. Wilson’s health and medical history, including mental and emotional health and  
 15 medical history. Ms. Wilson considers this information and any related documents to be private and  
 16 confidential. The litigation of this case, including discovery, will require the production of  
 17 documents, inspection of tangible things, the answering of interrogatories and requests to admit, and  
 18 the taking of oral and/or written depositions, during which potentially confidential and/or private  
 19 information and documents of the parties will be exchanged and disclosed. To expedite the flow of  
 20 discovery without risk of automatic waiver of privilege or work product protection, to facilitate the  
 21 prompt resolution of disputes over confidentiality, to protect adequately material entitled to be kept  
 22 confidential, the parties agree to limit the disclosure and use of confidential and private information  
 23 and documents as stipulated to pursuant to this Protective Order on the following terms:

24 Therefore, it is hereby ORDERED by the Court that the following shall apply to information,  
 25 documents and excerpts from documents supplied by the parties to each other as initial disclosures,  
 26 in response to discovery requests, third-party subpoenae duces tecum, or via any other method of  
 27 production, formal or informal:

28 1. Counsel for any party may designate any document or information contained in a

1 document as confidential if counsel determines, in good faith, that such designation is necessary to  
 2 protect the interests of the client. Information and documents designated by a party as confidential  
 3 will be labeled “**CONFIDENTIAL – PRODUCED PURSUANT TO PROTECTIVE ORDER.**”  
 4 “Confidential” information or documents may be referenced collectively as “confidential  
 5 information.”

6       2. Any medical records produced pursuant to an “Authorization for the Release of  
 7 Protected Health Information,” or similar release signed for the production of medical records, are  
 8 designated “confidential” for purposes of this Stipulation even without the labeling set forth in  
 9 Paragraph 1. This shall include any documentation received in response to a subpoena duces tecum  
 10 issued to Ellaine Pingol, M.D.

11       3. Any documentation regarding any Independent Medical Examination to which Ms.  
 12 Wilson has submitted are designated “confidential” for purposes of this Stipulation even without the  
 13 labeling set forth in Paragraph 1.

14       4. Unless ordered by the Court, or otherwise provided for herein, the party receiving  
 15 information designated hereunder as “confidential,” that is produced in this matter, may use such  
 16 information only for all purposes in the course of this litigation, the matter of *Nedra Wilson v.*  
 17 *Nevada Affordable Housing Assistance Corporation, a Nevada non-profit corporation*, and related  
 18 claims, 2:15-cv-01387-APG-CWH.

19       5. In the event a party challenges another party’s confidential designation, counsel shall  
 20 make a good faith effort to resolve the dispute in accordance with LR 26-7 and in the absence of a  
 21 resolution, the challenging party may thereafter seek resolution by the Court. Nothing in this  
 22 Stipulated Protective Order operates to create an admission by any party that confidential  
 23 information disclosed in this case is relevant or admissible. Each party specifically reserves the right  
 24 to object to the use or admissibility of all confidential information disclosed, in accordance with  
 25 applicable law and Court rules.

26       6. Information or documents designated as “confidential” pursuant to paragraph 1,  
 27 *supra*, shall not be disclosed to any person, except:

28           a. The requesting party and counsel of record;

1                   b. Employees of such counsel assigned to and necessary to assist in the litigation;  
 2                   c. Consultants or experts to the extent deemed necessary by counsel; and  
 3                   d. Any person from whom testimony is taken or is to be taken in these actions,  
 4 except that such a person may only be shown that confidential information during and in preparation  
 5 for his/her testimony, and only as needed for purposes of that third party's testimony, and that such  
 6 person shall not retain the confidential information.

7                 7. Prior to disclosing or displaying the confidential information to any person, counsel  
 8 shall (1) inform the person of the confidential nature of the information or documents; (2) inform  
 9 the person that this Order has restricted the use of the information or documents by him/her for any  
 10 purpose other than this litigation and has restricted the disclosure of that information or documents  
 11 to any other person; and (3) obtain a signed acknowledgment from that person, specifically stating  
 12 that the person has been informed of (i) the confidential nature of said information or documents and  
 13 (ii) the restrictions on the use and disclosure of said information or documents set forth in this Order.  
 14 Such signed acknowledgment shall be in the form of Exhibit A, attached hereto.

15                 8. The confidential information may be displayed to and discussed with the persons  
 16 identified in Paragraphs 6(c) and (d) only on the condition that, prior to any such display or  
 17 discussion, each such person shall be asked to sign an agreement to be bound by this Order in the  
 18 form attached hereto as Exhibit A. In the event such person refuses to sign an agreement in the form  
 19 attached as Exhibit A, the party desiring to disclose the confidential information may seek  
 20 appropriate relief from the Court.

21                 9. Information or documents designated as "confidential" pursuant to paragraphs 2 and  
 22 3 may be used for any purpose in connection with this litigation, including use as exhibits for  
 23 motions filed with the Court or as trial exhibits. Otherwise, information or documents designated  
 24 as "confidential" pursuant to paragraphs 2 and 3 are subject to the same restrictions and limitations  
 25 as provided in paragraph 6, *supra*.

26                 10. For the purpose of Paragraphs 6(d) and 9, *supra*, any documents which become part  
 27 of an official judicial proceeding or which are filed with the Court are public documents, and such  
 28 documents will be sealed by the Court only upon motion. This Protective Order does not provide

1 for the automatic sealing of such documents.

2       11. At the conclusion of litigation, the confidential information and any copies thereof  
3 shall be promptly (and in no event later than forty-five (45) days after entry of final judgment)  
4 returned to the producing party or certified as destroyed.

5       12. The above is entirely without prejudice to the right of any party to apply to the Court  
6 for any further protective order relating to confidential information; or to object to any subpoena or  
7 to the production of documents or information; or to apply to the Court for an order compelling  
8 production of documents or information; or for modification of this Order; or to seek any other relief  
9 from the Court. The parties and their counsel acknowledge that it is their responsibility to timely  
10 move for further protection of any documents and information, if needed. The withholding party  
11 should move for any such order prior to the due date for any responses, when practicable. The  
12 responding party will not be required to produce responsive documents and information until after  
13 the Court has ruled on any motion for protective order. Once the Court rules on the motion, the  
14 parties will be required to comply with the decision immediately.

15

16 DATED: February 22, 2016.

17 LAW OFFICES OF ROBERT P. SPRETNAK

18 By: /s/ Robert P. Spretnak  
Robert P. Spretnak, Esq.

19 Attorney for Plaintiff and Counter-Defendant

20 8275 S. Eastern Avenue, Suite 200  
21 Las Vegas, Nevada 89123

DATED: February 22, 2016.

ROBISON, BELAUSTEGUI, SHARP & LOW

By: /s/ Stefanie T. Sharp  
Stefanie T. Sharp, Eq.  
Clayton P. Brust, Esq.

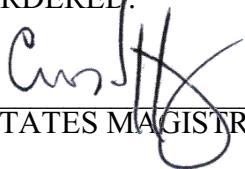
Attorneys for Defendant and Counterclaimant

71 Washington Street  
Reno, Nevada 89503

22

23 DATED: February 24, 2016

24 IT IS SO ORDERED.

25   
26 UNITED STATES MAGISTRATE JUDGE

27

28

1 LAW OFFICES OF ROBERT P. SPRETNAK  
2 Robert P. Spretnak, Esq. (Bar No. 5135)  
3 8275 S. Eastern Avenue, Suite 200  
4 Las Vegas, Nevada 89123  
5 Telephone: (702) 454-4900  
6 Fax: (702) 938-1055  
7 Email: bob @ spretnak.com  
8 Attorney for Plaintiff and Counter-Defendant  
9  
10 ROBISON, BELAUSTEGUI, SHARP & LOW  
11 Stefanie T. Sharp, Esq. (Bar No. 8661)  
12 Clayton P. Brust, Esq. (Bar No. 5234)  
13 71 Washington Street  
14 Reno, Nevada 89503  
15 Telephone: (775) 329-3151  
16 Fax: (775) 329-7941  
17 Email: ssharp @ rbsllaw.com, cbrust @ rbsllaw.com  
18 Attorneys for Defendant and Counterclaimant  
19

20  
21 UNITED STATES DISTRICT COURT  
22  
23 DISTRICT OF NEVADA

24 NEDRA WILSON, } Case No.: 2:15-cv-01387-APG-CWH  
25 Plaintiff, }  
vs. }  
26 NEVADA AFFORDABLE HOUSING } CONFIDENTIALITY AGREEMENT  
27 ASSISTANCE CORPORATION, }  
a Nevada non-profit corporation, }  
28 Defendant. }  

---

29 NEVADA AFFORDABLE HOUSING }  
30 ASSISTANCE CORPORATION, }  
a Nevada non-profit corporation, }  
31 Counterclaimant, }  
32 vs. }  
33 NEDRA WILSON, }  
34 Counter-Defendant. }

35  
36 1. I, \_\_\_\_\_, hereby acknowledge that I am about to  
37 receive confidential information supplied by (check one below)  
38

THE LAW OFFICES OF  
ROBERT P. SPRETNAK  
A PROFESSIONAL CORPORATION  
8275 S. EASTERN AVENUE  
SUITE 200  
LAS VEGAS, NEVADA 89123

**EXHIBIT A**

1            Nedra Wilson; or

2            Nevada Affordable Housing Assistance Corporation, a Nevada non-profit corporation.

3       2. I have read the “Stipulated Protective Order Regarding Confidentiality of Documents  
4       Produced” entered in the matter of *Nedra Wilson v. Nevada Affordable Housing Assistance*  
5       *Corporation, a Nevada non-profit corporation*, and related claims, 2:15-cv-01387-APG-CWH. I  
6       am executing this “Confidentiality Agreement” governing the restricted use of the confidential and  
7       protected information in this litigation, which has been provided to me. I agreed to be bound by the  
8       terms of this “Confidentiality Agreement.”

9       3. I will not use any of the confidential and protected documents and information for  
10      any purpose other than the litigation at issue in this case. I further affirm that I will not reveal any  
11      confidential information to, nor discuss it with, any other person except in accordance with the terms  
12      of the “Stipulated Protective Order Regarding Confidentiality of Documents Produced” entered in  
13      this matter.

14       4. At the conclusion of this litigation, I will return any confidential or protected  
15      information provided to me in this matter to the attorney or law firm from whom it was received.  
16      This shall include all confidential and protected documents, we well as any copies of the documents,  
17      testimony, summaries, notes, extracts or abstracts containing any confidential and protected  
18      information. If said documentation has been destroyed, I shall certify to that effect upon request.

19       5. I submit to the jurisdiction of the Court identified in this Agreement for the limited  
20      purpose of enforcing the “Stipulated Protective Order Regarding Confidentiality of Documents  
21      Produced” entered in this matter.

22  
23      Signature: \_\_\_\_\_

24      Printed name: \_\_\_\_\_

25      SUBSCRIBED and SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

26  
27      \_\_\_\_\_  
28      NOTARY PUBLIC

## EXHIBIT A